

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

MICHAEL B. WOOLMAN,

Plaintiff,

V.

LINCOLN POLICE
DEPARTMENT, and LANCASTER
COUNTY ATTORNEY OFFICE,

Defendants.

4:12CV3136

MEMORANDUM AND ORDER

This matter is before the court on its own motion. The above-caption matter has been provisionally filed on July 2, 2012. (Filing No. 1.) However, due to certain technical defects, the Complaint cannot be further processed until such defects are corrected. To assure further consideration of the Complaint, Plaintiff must correct the defect listed below. FAILURE TO CORRECT THE DEFECT MAY RESULT IN DISMISSAL OF THE PETITION.

Plaintiff has failed to include an affidavit of poverty, or any financial information whatsoever, in support of his Motion to Proceed In Forma Pauperis. Plaintiff has the choice of either tendering the \$350.00 fee to the Clerk of the court or submitting an affidavit of poverty in support of his pending Motion. If Plaintiff chooses to do the later, the enclosed pauper's forms should be completed and returned to the court.

IT IS THEREFORE ORDERED that:

1. Plaintiff is directed to correct the above-listed technical defect in the Complaint on or before **August 13, 2012**.

2. Failure to comply with this Memorandum and Order will result in dismissal of this matter without further notice.

3. The Clerk of the court is directed to send to Plaintiff the Form A0240, Application to Proceed Without Prepayment of Fees and Affidavit.

4. The Clerk of the court is directed to set a pro se case management deadline in this matter with the following text: August 13, 2012: deadline for payment or filing of IFP application.

DATED this 23rd day of July, 2012.

BY THE COURT:

s/ Joseph F. Bataillon
United States District Judge

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